

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

MERIDIAN RAPID DEFENSE GROUP
LLC, a California limited liability company,

Plaintiff,

v.

DELTA SCIENTIFIC CORPORATION, a
California corporation,

Defendant.

DELTA SCIENTIFIC CORPORATION, a
California corporation,

Counter-Plaintiff,

v.

MERIDIAN RAPID DEFENSE GROUP
LLC, a California limited liability company,

Counter-Defendant.

Case No.: 2:23-cv-07222 GW(PDx)

**ORDER APPROVING
STIPULATED
PROTECTIVE ORDER¹**

¹ This Stipulated Protective Order is substantially based on the model protective order provided under Magistrate Judge Patricia Donahue's Procedures.

1 1. A. PURPOSES AND LIMITATIONS

2 Discovery in this action is likely to involve production of confidential, proprietary,
3 or private information for which special protection from public disclosure and from use
4 for any purpose other than prosecuting this litigation may be warranted. Accordingly, the
5 parties hereby stipulate to and petition the Court to enter the following Stipulated
6 Protective Order. The parties acknowledge that this Order does not confer blanket
7 protections on all disclosures or responses to discovery and that the protection it affords
8 from public disclosure and use extends only to the limited information or items that are
9 entitled to confidential treatment under the applicable legal principles.

10 B. GOOD CAUSE STATEMENT

11 This action is likely to involve trade secrets, customer and pricing lists and other
12 valuable research, development, commercial, financial, technical and/or proprietary
13 information for which special protection from public disclosure and from use for any
14 purpose other than prosecution of this action is warranted. Such confidential and
15 proprietary materials and information consist of, among other things, confidential
16 business or financial information, information regarding confidential business practices,
17 or other confidential research, development, or commercial information (including
18 information implicating privacy rights of third parties), information otherwise generally
19 unavailable to the public, or which may be privileged or otherwise protected from
20 disclosure under state or federal statutes, court rules, case decisions, or common law.
21 Accordingly, to expedite the flow of information, to facilitate the prompt resolution of
22 disputes over confidentiality of discovery materials, to adequately protect information
23 the parties are entitled to keep confidential, to ensure that the parties are permitted
24 reasonable necessary uses of such material in preparation for and in the conduct of trial,
25 to address their handling at the end of the litigation, and serve the ends of justice, a
26 protective order for such information is justified in this matter. It is the intent of the
27 parties that information will not be designated as confidential for tactical reasons and
28 that nothing be so designated without a good faith belief that it has been maintained in

1 a confidential, non-public manner, and there is good cause why it should not be part of
2 the public record of this case.

3 C. ACKNOWLEDGMENT OF PROCEDURE FOR FILING UNDER SEAL

4 The parties further acknowledge, as set forth in Section 12.3, below, that this
5 Stipulated Protective Order does not entitle them to file confidential information under
6 seal; Local Civil Rule 79-5 sets forth the procedures that must be followed and the
7 standards that will be applied when a party seeks permission from the court to file
8 material under seal.

9 There is a strong presumption that the public has a right of access to judicial
10 proceedings and records in civil cases. In connection with non-dispositive motions, good
11 cause must be shown to support a filing under seal. *See Kamakana v. City and County of*
12 *Honolulu*, 447 F.3d 1172, 1176 (9th Cir. 2006), *Phillips v. Gen. Motors Corp.*, 307 F.3d
13 1206, 1210-11 (9th Cir. 2002), *Makar-Welbon v. Sony Electronics, Inc.*, 187 F.R.D. 576,
14 577 (E.D. Wis. 1999) (even stipulated protective orders require good cause showing),
15 and a specific showing of good cause or compelling reasons with proper evidentiary
16 support and legal justification, must be made with respect to Protected Material that a
17 party seeks to file under seal. The parties' mere designation of Disclosure or Discovery
18 Material as CONFIDENTIAL or HIGHLY CONFIDENTIAL—OUTSIDE
19 COUNSELS' EYES ONLY does not—without the submission of competent evidence
20 by declaration, establishing that the material sought to be filed under seal qualifies as
21 confidential, privileged, or otherwise protectable—constitute good cause.

22 Further, if a party requests sealing related to a dispositive motion or trial, then
23 compelling reasons, not only good cause, for the sealing must be shown, and the relief
24 sought shall be narrowly tailored to serve the specific interest to be protected. *See Pintos*
25 *v. Pacific Creditors Ass'n*, 605 F.3d 665, 677-79 (9th Cir. 2010). For each item or type
26 of information, document, or thing sought to be filed or introduced under seal in
27 connection with a dispositive motion or trial, the party seeking protection must articulate
28 compelling reasons, supported by specific facts and legal justification, for the requested

1 sealing order. Again, competent evidence supporting the application to file documents
2 under seal must be provided by declaration.

3 Any document that is not confidential, privileged, or otherwise protectable in its
4 entirety will not be filed under seal if the confidential portions can be redacted. If
5 documents can be redacted, then a redacted version for public viewing, omitting only the
6 confidential, privileged, or otherwise protectable portions of the document, shall be filed.
7 Any application that seeks to file documents under seal in their entirety should include
8 an explanation of why redaction is not feasible.

9 2. DEFINITIONS

10 2.1 Action: the above-captioned federal law suit.

11 2.2 Challenging Party: a Party or Non-Party that challenges the designation of
12 information or items under this Order.

13 2.3 “CONFIDENTIAL” Information or Items: information (regardless of how
14 it is generated, stored or maintained) or tangible things that qualify for protection under
15 Federal Rule of Civil Procedure 26(c), and as specified above in the Good Cause
16 Statement.

17 2.4 Counsel: Outside Counsel of Record and In-House Counsel (as well as their
18 support staff).

19 2.5 Designating Party: a Party or Non-Party that designates information or
20 items that it produces in disclosures or in responses to discovery as “CONFIDENTIAL”
21 or “HIGHLY CONFIDENTIAL – OUTSIDE COUNSELS’ EYES ONLY.”

22 2.6 Disclosure or Discovery Material: all items or information, regardless of the
23 medium or manner in which it is generated, stored, or maintained (including, among
24 other things, testimony, transcripts, and tangible things), that are produced or generated
25 in disclosures or responses to discovery in this matter.

26 2.7 Expert: a person with specialized knowledge or experience in a matter
27 pertinent to the litigation who has been retained by a Party or its counsel to serve as an
28 expert witness or as a consultant in this Action.

1 2.8 HIGHLY CONFIDENTIAL – OUTSIDE COUNSELS’ EYES ONLY
2 Information or Items: extremely sensitive “Confidential Information or Items,”
3 disclosure of which to another Party or Non-Party would create a substantial risk of
4 serious harm that could not be avoided by less restrictive means.

5 2.9 In-House Counsel: attorneys who are employees of a party to this Action.
6 In-House Counsel does not include Outside Counsel of Record or any other outside
7 counsel.

8 2.10 Non-Party: any natural person, partnership, corporation, association, or
9 other legal entity not named as a Party to this action.

10 2.11 Outside Counsel of Record: attorneys who are not employees of a party to
11 this Action but are retained to represent or advise a party to this Action and have
12 appeared in this Action on behalf of that party or are affiliated with a law firm which has
13 appeared on behalf of that party, and includes support staff.

14 2.12 Party: any party to this Action, including all of its officers, directors,
15 employees, consultants, retained experts, and Outside Counsel of Record (and their
16 support staffs).

17 2.13 Producing Party: a Party or Non-Party that produces Disclosure or
18 Discovery Material in this Action.

19 2.14 Professional Vendors: persons or entities that provide litigation support
20 services (e.g., photocopying, videotaping, translating, preparing exhibits or
21 demonstrations, and organizing, storing, or retrieving data in any form or medium) and
22 their employees and subcontractors.

23 2.15 Protected Material: any Disclosure or Discovery Material that is designated
24 as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – OUTSIDE COUNSELS’
25 EYES ONLY.”

26 2.16 Receiving Party: a Party that receives Disclosure or Discovery Material
27 from a Producing Party.
28

1 3. SCOPE

2 The protections conferred by this Stipulation and Order cover not only Protected
3 Material (as defined above), but also (1) any information copied or extracted from
4 Protected Material; (2) all copies, excerpts, summaries, or compilations of Protected
5 Material; and (3) any testimony, conversations, or presentations by Parties or their
6 Counsel that might reveal Protected Material.

7 Any use of Protected Material at trial shall be governed by the orders of the trial
8 judge. This Order does not govern the use of Protected Material at trial.

9 4. DURATION

10 FINAL DISPOSITION of the action is defined as the conclusion of any appellate
11 proceedings, or, if no appeal is taken, when the time for filing of an appeal has run.
12 Except as set forth below, the terms of this protective order apply through FINAL
13 DISPOSITION of the action. The parties may stipulate that they will be contractually
14 bound by the terms of this agreement beyond FINAL DISPOSITION, but will have to
15 file a separate action for enforcement of the agreement once all proceedings in this case
16 are complete.

17 5. DESIGNATING PROTECTED MATERIAL

18 5.1 Exercise of Restraint and Care in Designating Material for Protection. Each
19 Party or Non-Party that designates information or items for protection under this Order
20 must take care to limit any such designation to specific material that qualifies under the
21 appropriate standards. The Designating Party must designate for protection only those
22 parts of material, documents, items, or oral or written communications that qualify so
23 that other portions of the material, documents, items, or communications for which
24 protection is not warranted are not swept unjustifiably within the ambit of this Order.

25 Mass, indiscriminate, or routinized designations are prohibited. Designations that
26 are shown to be clearly unjustified or that have been made for an improper purpose (e.g.,
27 to unnecessarily encumber the case development process or to impose unnecessary
28 expenses and burdens on other parties) may expose the Designating Party to sanctions.

1 If it comes to a Designating Party's attention that information or items that it
2 designated for protection do not qualify for protection, that Designating Party must
3 promptly notify all other Parties that it is withdrawing the inapplicable designation.

4 5.2 Manner and Timing of Designations. Except as otherwise provided in this
5 Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise stipulated or
6 ordered, Disclosure or Discovery Material that qualifies for protection under this Order
7 must be clearly so designated before the material is disclosed or produced.

8 Designation in conformity with this Order requires:

9 (a) for information in documentary form (e.g., paper or electronic documents,
10 but excluding transcripts of depositions or other pretrial or trial proceedings), that the
11 Producing Party affix at a minimum, the legend "CONFIDENTIAL" or "HIGHLY
12 CONFIDENTIAL – OUTSIDE COUNSELS' EYES ONLY" (hereinafter
13 "CONFIDENTIAL legend" or "HIGHLY CONFIDENTIAL – OUTSIDE COUNSELS'
14 EYES ONLY legend"), to each page that contains protected material. If only a portion
15 or portions of the material on a page qualifies for protection, the Producing Party also
16 must clearly identify the protected portion(s) (e.g., by making appropriate markings in
17 the margins).

18 A Party or Non-Party that makes original documents available for inspection need
19 not designate them for protection until after the inspecting Party has indicated which
20 documents it would like copied and produced. During the inspection and before the
21 designation, all of the material made available for inspection shall be deemed "HIGHLY
22 CONFIDENTIAL – OUTSIDE COUNSELS' EYES ONLY." After the inspecting Party
23 has identified the documents it wants copied and produced, the Producing Party must
24 determine which documents, or portions thereof, qualify for protection under this Order.
25 Then, before producing the specified documents, the Producing Party must affix the
26 "CONFIDENTIAL legend" or "HIGHLY CONFIDENTIAL – OUTSIDE COUNSELS'
27 EYES ONLY legend" to each page that contains Protected Material. If only a portion or
28 portions of the material on a page qualifies for protection, the Producing Party also must

1 clearly identify the protected portion(s) (e.g., by making appropriate markings in the
2 margins).

3 (b) for testimony given in depositions, unless otherwise agreed, the
4 Designating Party shall identify the Disclosure or Discovery Material on the record or
5 may conditionally designate the entire transcript as CONFIDENTIAL or HIGHLY
6 CONFIDENTIAL – OUTSIDE COUNSELS’ EYES ONLY before the close of the
7 deposition. If such designation is made before the close of the deposition, the portions
8 of the transcript, or the entire transcript, shall be treated under the corresponding
9 designation for a 20-day period after the mailing of the deposition transcript by the court
10 reporter. Before the expiration of the 20-day period, the Designating Party shall identify
11 in writing all portions of the transcript it designates as CONFIDENTIAL or HIGHLY
12 CONFIDENTIAL – OUTSIDE COUNSELS’ EYES ONLY.

13 (c) for information produced in some form other than documentary and for any
14 other tangible items, that the Producing Party affix in a prominent place on the exterior
15 of the container or containers in which the information is stored the legend
16 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – OUTSIDE COUNSELS’ EYES
17 ONLY.” If only a portion or portions of the information warrants protection, the
18 Producing Party, to the extent practicable, shall identify the protected portion(s).

19 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent failure
20 to designate qualified information or items does not, standing alone, waive the
21 Designating Party’s right to secure protection under this Order for such material. Upon
22 timely correction of a designation, the Receiving Party must make reasonable efforts to
23 assure that the material is treated in accordance with the provisions of this Order.

24 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

25 6.1 Timing of Challenges. Any Party or Non-Party may challenge a designation
26 of confidentiality at any time that is consistent with the Court’s Scheduling Order.

27 6.2 Meet and Confer. The Challenging Party shall initiate the dispute resolution
28 process under Local Rule 37-1 *et seq.*

6.3 The burden of persuasion in any such challenge proceeding shall be on the Designating Party. Frivolous challenges, and those made for an improper purpose (e.g., to harass or impose unnecessary expenses and burdens on other parties) may expose the Challenging Party to sanctions. Unless the Designating Party has waived or withdrawn the confidentiality designation, all parties shall continue to afford the material in question the level of protection to which it is entitled under the Producing Party's designation until the Court rules on the challenge.

7. ACCESS TO AND USE OF PROTECTED MATERIAL

7.1 Basic Principles. A Receiving Party may use Protected Material that is disclosed or produced by another Party or by a Non-Party in connection with this Action only for prosecuting, defending, or attempting to settle this Action. Such Protected Material may be disclosed only to the categories of persons and under the conditions described in this Order. When the Action has been terminated, a Receiving Party must comply with the provisions of section 13 below (FINAL DISPOSITION).

Protected Material must be stored and maintained by a Receiving Party at a location and in a secure manner that ensures that access is limited to the persons authorized under this Order.

7.2 Disclosure of "CONFIDENTIAL" Information or Items. Unless otherwise ordered by the court or permitted in writing by the Designating Party, a Receiving Party may disclose any information or item designated "CONFIDENTIAL" only to:

(a) the Receiving Party's Outside Counsel of Record in this Action, as well as employees of said Outside Counsel of Record to whom it is reasonably necessary to disclose the information for this Action;

(b) the officers, directors, and employees (including In-House Counsel) of the Receiving Party to whom disclosure is reasonably necessary for this Action;

(c) Experts (as defined in this Order) of the Receiving Party to whom disclosure is reasonably necessary for this Action and who have signed the "Acknowledgment and Agreement to Be Bound" (Exhibit A);

1 (d) the court and its personnel;

2 (e) court reporters and their staff;

3 (f) professional jury or trial consultants, mock jurors, and Professional
4 Vendors to whom disclosure is reasonably necessary for this Action and who have signed
5 the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

6 (g) the author or recipient of a document containing the information or a
7 custodian or other person who otherwise possessed or knew the information;

8 (h) during their depositions, witnesses, and attorneys for witnesses, in the
9 Action to whom disclosure is reasonably necessary provided: (1) it can be demonstrated
10 that the witness would have had access to or did have access to the document/information
11 in the ordinary course of his/her duties and (2) they will not be permitted to keep any
12 confidential information unless they sign the “Acknowledgment and Agreement to Be
13 Bound” (Exhibit A), unless otherwise agreed by the Designating Party or ordered by the
14 court. Pages of transcribed deposition testimony or exhibits to depositions that reveal
15 Protected Material may be separately bound by the court reporter and may not be
16 disclosed to anyone except as permitted under this Stipulated Protective Order; and

17 (i) any mediator or settlement officer, and their supporting personnel, mutually
18 agreed upon by any of the parties engaged in settlement discussions.

19 7.3 Disclosure of “HIGHLY CONFIDENTIAL – OUTSIDE COUNSELS’
20 EYES ONLY” Information or Items. Unless otherwise ordered by the court or permitted
21 in writing by the Designating Party, a Receiving Party may disclose any information or
22 item designated “HIGHLY CONFIDENTIAL – OUTSIDE COUNSELS’ EYES
23 ONLY” only to:

24 (a) the Receiving Party’s Outside Counsel of Record in this Action, as well
25 as employees of said Outside Counsel of Record to whom it is
26 reasonably necessary to disclose the information for this Action;

27 (b) Experts (as defined in this Order) of the Receiving Party to whom
28 disclosure is reasonably necessary for this Action and who have signed the

1 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

2 (c) the court and its personnel;

3 (d) court reporters and their staff;

4 (e) professional jury or trial consultants, mock jurors, and Professional
5 Vendors to whom disclosure is reasonably necessary for this Action and who have
6 signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A); and

7 (f) the author or recipient of a document containing the information or a
8 custodian or other person who otherwise possessed, had the right to possess, or knew or
9 had the right to know the information.

10 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN
11 OTHER LITIGATION

12 If a Party is served with a subpoena or a court order issued in other litigation that
13 compels disclosure of any information or items designated in this Action as
14 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – OUTSIDE COUNSELS’ EYES
15 ONLY,” that Party must:

16 (a) promptly notify in writing the Designating Party. Such notification shall
17 include a copy of the subpoena or court order;

18 (b) promptly notify in writing the party who caused the subpoena or order to
19 issue in the other litigation that some or all of the material covered by the subpoena or
20 order is subject to this Protective Order. Such notification shall include a copy of this
21 Stipulated Protective Order; and

22 (c) cooperate with respect to all reasonable procedures sought to be pursued by
23 the Designating Party whose Protected Material may be affected.

24 If the Designating Party timely seeks a protective order, the Party served with
25 the subpoena or court order shall not produce any information designated in this action
26 as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – OUTSIDE COUNSELS’
27 EYES ONLY” before a determination by the court from which the subpoena or order
28 issued, unless the Party has obtained the Designating Party’s permission. The

Designating Party shall bear the burden and expense of seeking protection in that court of its confidential material and nothing in these provisions should be construed as authorizing or encouraging a Receiving Party in this Action to disobey a lawful directive from another court.

9. A NON-PARTY'S PROTECTED MATERIAL SOUGHT TO BE PRODUCED IN THIS LITIGATION

(a) The terms of this Order are applicable to information produced by a Non-Party in this Action and designated as "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL – OUTSIDE COUNSELS' EYES ONLY." Such information produced by Non-Parties in connection with this litigation is protected by the remedies and relief provided by this Order. Nothing in these provisions should be construed as prohibiting a Non-Party from seeking additional protections.

(b) In the event that a Party is required, by a valid discovery request, to produce a Non-Party's confidential information in its possession, and the Party is subject to an agreement with the Non-Party not to produce the Non-Party's confidential information, then the Party shall:

(1) promptly notify in writing the Requesting Party and the Non-Party that some or all of the information requested is subject to a confidentiality agreement with a Non-Party;

(2) promptly provide the Non-Party with a copy of the Stipulated Protective Order in this Action, the relevant discovery request(s), and a reasonably specific description of the information requested; and

(3) make the information requested available for inspection by the Non-Party, if requested.

(c) If the Non-Party fails to seek a protective order from this court within 14 days of receiving the notice and accompanying information, the Receiving Party may produce the Non-Party's confidential information responsive to the discovery request. If the Non-Party timely seeks a protective order, the Receiving Party shall not produce any

information in its possession or control that is subject to the confidentiality agreement with the Non-Party before a determination by the court. Absent a court order to the contrary, the Non-Party shall bear the burden and expense of seeking protection in this court of its Protected Material.

10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed Protected Material to any person or in any circumstance not authorized under this Stipulated Protective Order, the Receiving Party must immediately (a) notify in writing the Designating Party of the unauthorized disclosures, (b) use its best efforts to retrieve all unauthorized copies of the Protected Material, (c) inform the person or persons to whom unauthorized disclosures were made of all the terms of this Order, and (d) request such person or persons to execute the “Acknowledgment and Agreement to Be Bound” that is attached hereto as Exhibit A.

11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE PROTECTED MATERIAL

When a Producing Party gives notice to Receiving Parties that certain inadvertently produced material is subject to a claim of privilege or other protection, the obligations of the Receiving Parties are those set forth in Federal Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure may be established in an e-discovery order that provides for production without prior privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the parties reach an agreement on the effect of disclosure of a communication or information covered by the attorney-client privilege or work product protection, the parties may incorporate their agreement in the stipulated protective order submitted to the court.

12. MISCELLANEOUS

12.1 Right to Further Relief. Nothing in this Order abridges the right of any person to seek its modification by the Court in the future.

12.2 Right to Assert Other Objections. By stipulating to the entry of this

1 Protective Order no Party waives any right it otherwise would have to object to
2 disclosing or producing any information or item on any ground not addressed in this
3 Stipulated Protective Order. Similarly, no Party waives any right to object on any ground
4 to use in evidence of any of the material covered by this Protective Order.

5 12.3 Filing Protected Material. A Party that seeks to file under seal any Protected
6 Material must comply with Civil Local Rule 79-5. Protected Material may only be filed
7 under seal pursuant to a court order authorizing the sealing of the specific Protected
8 Material at issue. If a Party's request to file Protected Material under seal is denied by
9 the court, then the Receiving Party may file the information in the public record unless
10 otherwise instructed by the court.

11 13. FINAL DISPOSITION

12 After the final disposition of this Action, as defined in paragraph 4, within 60 days
13 of a written request by the Designating Party, each Receiving Party must return all
14 Protected Material to the Producing Party or destroy such material. As used in this
15 subdivision, "all Protected Material" includes all copies, abstracts, compilations,
16 summaries, and any other format reproducing or capturing any of the Protected Material.
17 Whether the Protected Material is returned or destroyed, the Receiving Party must
18 submit a written certification to the Producing Party (and, if not the same person or entity,
19 to the Designating Party) by the 60 day deadline that (1) identifies (by category, where
20 appropriate) all the Protected Material that was returned or destroyed and (2) affirms that
21 the Receiving Party has not retained any copies, abstracts, compilations, summaries or
22 any other format reproducing or capturing any of the Protected Material.
23 Notwithstanding this provision, Counsel are entitled to retain an archival copy of all
24 pleadings, motion papers, trial, deposition, and hearing transcripts, legal memoranda,
25 correspondence, deposition and trial exhibits, expert reports, attorney work product, and
26 consultant and expert work product, even if such materials contain Protected Material.
27 Any such archival copies that contain or constitute Protected Material remain subject to
28 this Protective Order as set forth in Section 4 (DURATION).

14. Any violation of this Order may be punished by any and all appropriate measures including, without limitation, contempt proceedings and/or monetary sanctions.

IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

Dated: February 27, 2024

BARNES & THORNBURG LLP

By: /s/ Roya Rahmanpour

Mark C. Nelson
Roya Rahmanpour
Daniel Valenzuela
David Lisch
*Attorneys for Plaintiff Meridian Rapid
Defense Group LLC*

Dated: February 27, 2024

**LEWIS ROCA ROTHGERBER
CHRISTIE LLP**

By: /s/ Kyle W. Kellar

Constantine Marantidis
G. Warren Bleeker
Kyle W. Kellar
*Attorneys for Defendant Delta Scientific
Corporation*

FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

DATED: February 29, 2024



HON. PATRICIA DONAHUE
United States Magistrate Judge

EXHIBIT AACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [print or type full name], of
 _____ [print or type full address], declare under penalty
 of perjury that I have read in its entirety and understand the foregoing Stipulated
 Protective Order that was issued by the United States District Court for the Central
 District of California in the case of *Meridian Rapid Defense Group LLC v. Delta
 Scientific Corporation* (Case No. 2:23-cv-07222 GW-PD). I agree to comply with and
 to be bound by all the terms of this Stipulated Protective Order and I understand and
 acknowledge that failure to so comply could expose me to sanctions and punishment
 in the nature of contempt. I solemnly promise that I will not disclose in any manner any
 information or item that is subject to this Stipulated Protective Order to any person or
 entity except in strict compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court for
 the Central District of California for the purpose of enforcing the terms of this
 Stipulated Protective Order, even if such enforcement proceedings occur after
 termination of this action. I hereby appoint _____ [print
 or type full name] of _____
 [print or type full address and telephone number] as my California agent for service of
 process in connection with this action or any proceedings related to enforcement of this
 Stipulated Protective Order.

Date: _____

City and State where sworn and signed: _____

Printed name: _____

Signature: _____